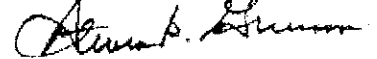


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1 **COMP**

2 ROLAND CHRISTENSEN, ESQ.

3 Texas Bar No. 24101222

4 CAJ BOATRIGHT, ESQ.

5 Texas Bar. No. 24036237

6 SAMANTHA DEMUREN, ESQ.

7 Texas Bar No. 24103756

8 **ARNOLD & ITKIN**

9 6009 Memorial Drive

10 Houston, TX 77007

11 Phone: (888) 493-1629

12 *Pro Hac Vice*

13 *And*

14 MATTHEW D. MINUCCI, ESQ.

15 Nevada Bar No. 12449

16 **THE COTTLE FIRM**

17 8635 Eastern Avenue

18 Las Vegas, Nevada 89123

19 [mminucci@cottlefirm.com](mailto:mminucci@cottlefirm.com)

20 Phone: (702) 722-6111

21 Facsimile: (702) 834-8555

22 *Attorneys for Plaintiff*

23 **DISTRICT COURT**

24 **CLARK COUNTY, NEVADA**

25 MICHAEL STONE, an individual,  
26 Plaintiff,

27 vs.

28 GABRIEL P. GUILLERMO, individually;  
NEW PRIME, INC., a Foreign Corporation;  
DOES I-X, and ROE CORPORATION I-X;  
inclusive,

Defendants.

CASE NO.:  
DEPT. NO.:

**COMPLAINT**

Plaintiff MICHAEL STONE, by and through his attorneys of record, ROLAND CHRISTENSEN, ESQ., of ARNOLD & ITKIN and MATTHEW D. MINUCCI, ESQ., of THE COTTLE FIRM, and complains and alleges against Defendants, as follows:

**GENERAL ALLEGATIONS**

1. The claims asserted arise under the common laws of Nevada. This Court has jurisdiction and venue is proper because the Defendants do a substantial amount of business within the forum state and one or more of the Defendants resides in this County. NRS 13.040.
2. Plaintiff MICHAEL STONE (hereinafter "Plaintiff") is and, at all times mentioned herein, a resident of the State of Texas.
3. Defendant GABRIEL P. GUILLERMO (hereinafter "Defendant" or "Defendants") is and at all times mentioned herein, was a resident of the County of Clark, State of Nevada.
4. That Defendant NEW PRIME, INC., (hereinafter "Defendant" or "Defendants") is and, at all times mentioned herein, was a Foreign Corporation, conducting business in Clark County, Nevada.
5. That Defendant GUILLERMO, is and, at all times mentioned herein, the operator and was a permitted driver of the vehicle, an employee of Defendant NEW PRIME, INC., and operating the vehicle in the course and scope of his employment.
6. That NEW PRIME, INC., owned the vehicle driven by Defendant GUILLERMO.
7. The true names and capacities of the Defendants designated herein as DOE individuals or ROR corporations are presently unknown to Plaintiff at this time, who therefore sues said Defendants by such fictitious names. When the true names and capacities of these Defendants are ascertained, Plaintiff will amend this Complaint accordingly.
8. At all times pertinent, Defendants were agents, servants, employees, or joint venturers of each other Defendant herein and, at all times mentioned herein, were acting within the scope of said agency, employment, or joint venture, with knowledge and permission and consent of all other named Defendants.

- 1 9. On or about May 22, 2021, Plaintiff's vehicle was parked at a Pilot Gas Station located in the  
2 State of Illinois, when Defendant GUILLERMO negligently failed to keep a proper look out  
3 and failed to maintain his travel lane and attempted to make a right turn. In the process,  
4 Defendant GUILLERMO violently struck Plaintiff's vehicle. As a result, the Plaintiff was  
5 seriously injured.  
6
- 7 10. As a direct and proximate result of the negligence of Defendant, Plaintiff sustained injuries  
8 to her body, all or some of which conditions may be permanent and disabling, and as a result  
9 Plaintiff's damages in an amount in excess of FIFTEEN THOUSAND DOLLARS  
10 (\$15,000.00).  
11
- 12 11. As a direct and proximate result of Defendants' negligence, Plaintiff received medical and  
13 other treatment for the aforementioned injuries and will receive medical and other treatment in  
14 the future for the aforementioned injuries.  
15
- 16 12. In addition, Plaintiff lost and may in the future lose wages, earning capacity, household  
17 services, enjoyment of life, and experienced and will experience pain and suffering and  
18 disability as a result of Defendants' negligence.  
19
- 20 13. As a direct and proximate result of the aforementioned negligence of all Defendants, Plaintiff  
21 has been required to engage the services of an attorney, incurring attorney's fees and costs to  
22 bring this action.

23 **FIRST CAUSE OF ACTION-NEGLIGENCE**

- 24 14. Plaintiff incorporates paragraphs 1 through 13 of the Complaint as though said paragraphs were  
25 fully set forth herein.  
26
- 27 15. Defendant owed Plaintiff a duty of care to operate his vehicle in a reasonable and safe manner.  
28
16. Defendant breached that duty of care by striking the Plaintiff.

1 17. As a direct and proximate result of the negligence of Defendants, Plaintiff suffered damages in  
2 an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

3 18. As a direct and proximate result of the aforementioned negligence of all Defendants, Plaintiff  
4 has been required to engage the services of an attorney, incurring attorney's fees and costs  
5 to bring this action.  
6

7 19. At the time of the occurrence of the act in question and immediately prior thereto, Defendant  
8 GUILLERMO was within the course and scope of employment for Defendant NEW PRIME,  
9 INC.  
10

11 20. At the time of the occurrence of the act in question and immediately prior thereto, Defendant  
12 GUILLERMO was engaging in the furtherance of Defendant NEW PRIME, INC.'S business.

13 21. At the time of the occurrence of the act in question and immediately prior thereto, Defendant  
14 GUILLERMO was engaged in accomplishing a task for which Defendant NEW PRIME, INC.  
15 was employed.  
16

17 22. Plaintiff invokes the doctrine of *Respondeat Superior* as against Defendant NEW PRIME, INC.

18 23. At and during the time of the acts and/or omissions complained of herein, any acts and/or  
19 omissions committed by an agent, representative or employee of Defendant NEW PRIME  
20 INC., occurred within the scope of the actual or apparent authority of such person on behalf of  
21 Defendant NEW PRIME, INC.  
22

23 24. Therefore, Defendant NEW PRIME, INC., is liable to Plaintiff for the acts and/or omissions of  
24 any such agent, representative or employee complained of herein by virtue of such agency  
25 relationship.  
26

27 25. The acts of Defendant GUILLERMO, as described herein, violated the Federal Motor Carrier  
28 Safety Regulations, specifically Section 391, as well as the traffic laws of the State of Illinois.

including Illinois:

A. Failing to control the vehicles speed - (625 ILCS 5/11-601) (from Ch. 95 1/2, par. 11-601)

Sec. 11-601. General speed restrictions.

(a) No vehicle may be driven upon any highway of this State at a speed which is greater than is reasonable and proper with regard to traffic conditions and the use of the highway or endangers the safety of any person or property. The fact that the speed of a vehicle does not exceed the applicable maximum speed limit does not relieve the driver from the duty to decrease speed when approaching and crossing an intersection, approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, or when special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions. Speed must be decreased as may be necessary to avoid colliding with any person or vehicle on or entering the highway in compliance with legal requirements and the duty of all persons to use due care.

B. Failing to maintain travel lane - (625 ILCS 5/11-709) (from Ch. 95 1/2, par. 11-709)  
Sec. 11-709. Driving on roadways laned for traffic. Whenever any roadway has been divided into 2 or more clearly marked lanes for traffic the following rules in addition to all others consistent herewith shall apply.

(a) A vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety.

26. Plaintiff, a fellow motorist, was a member of the class of persons that these statutes were intended to protect.

27. By violating these statutes, Defendant GUILLERMO, caused Plaintiff to suffer the exact of harm that these statutes were intended to prevent, a vehicular collision and bodily injury.

28. As a direct and proximate result of Defendant GUILLERMO's negligence in violating these statutes, Plaintiff has been required to engage the services of an attorney, incurring attorney's fees and costs to bring this action.

#### **SECOND CAUSE OF ACTION-NEGLIGENT ENTRUSTMENT**

29. Plaintiff incorporates paragraphs 1 through 28 of the Complaint as though said paragraphs were fully set forth herein.

1 30. Defendant NEW PRIME, INC., had legal and rightful ownership, custody, and control  
2 vehicle.

3 31. Defendant NEW PRIME, INC., did entrust the vehicle to the control of Defendant  
4 GUILLERMO.

5  
6 32. Defendant GUILLERMO was incompetent, inexperienced, or reckless in the operation of the  
7 vehicle.

8 33. Defendant NEW PRIME, INC., knew or, by the exercise of reasonable care, should  
9 known that Defendant GUILLERMO was incompetent, inexperienced, or reckless in  
10 operation of motor vehicles.

11  
12 34. Plaintiff MICHAEL STONE was injured as a direct and proximate consequence of the  
13 negligence and incompetence of Defendant GUILLERMO, concurring with the negligent  
14 entrustment of the vehicle by Defendant NEW PRIME, INC.

15 35. As a direct and proximate cause of the negligent entrustment of the vehicle by Defendant NEW  
16 PRIME, INC., to Defendant GUILLERMO, Plaintiff MICHAEL STONE suffered damages in  
17 an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

18  
19 **THIRD CAUSE OF ACTION-NEGLIGENT HIRING**  
20 **(NEW PRIME, INC.)**

21 36. Plaintiff incorporates paragraphs 1 through 35 of the Complaint as though said paragraphs were  
22 incorporated herein.

23 37. That Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations knew or  
24 by the exercise of reasonable care, should have known that Defendant GUILLERMO  
25 incompetent, unfit, and dangerous in his capacity as a driver.

26  
27 38. That Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations had a duty  
28 of care to hire competent, qualified, and safe employees.

1 39. That Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations breached  
2 its duty of care to Plaintiff by hiring the Defendant driver as an employee.

3 40. That Plaintiff was severely injured as a proximate consequence of the negligence of Defendant  
4 GUILLERMO, concurring with the negligent hiring by Defendant NEW PRIME, INC., and/or  
5 its affiliates and subsidiary corporations.  
6

7 41. That as a direct and proximate cause of the negligent hiring of Defendant driver, by Defe  
8 NEW PRIME, INC., and/or its affiliates and subsidiary corporations, Plaintiff has been  
9 damaged in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).  
10

11 42. That, as a direct and proximate result of the aforementioned negligence of all Defendants,  
12 Plaintiff has been required to engage the services of an attorney, incurring attorney's fees and  
13 costs to bring this action.

14 **FOURTH CAUSE OF ACTION-NEGLIGENT TRAINING**  
15 **(NEW PRIME, INC.)**

16 43. Plaintiff incorporates paragraphs 1 through 42 of the Complaint as though said paragraphs were  
17 incorporated herein.

18 44. That Defendants and/or its affiliates and subsidiary corporations had a duty of care to  
19 adequately train its employee-drivers to ensure the safety of all other motorists, including  
20 Plaintiff.  
21

22 45. That Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations bre  
23 its duty to adequately train Defendant GUILLERMO.  
24

25 46. That Plaintiff's damages were the proximate consequence of the negligence, incompetence, and  
26 dangerous propensities of Defendant GUILLERMO, occurring after the inadequate training by  
27 Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations.  
28



1 47. That as a direct and proximate cause of the inadequate training of Defendant GUILLERMO, by  
2 Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations, Plaintiff has  
3 been damaged in an amount in excess of FIFTEEN THOUSAND DOLLRS (\$15,000.00).

4  
5 48. That, as a direct and proximate result of the aforementioned negligence of all Defen  
6 Plaintiff has been required to engage the services of an attorney, incurring attorney's fees  
7 costs to bring this action.

8  
9 **FIFTH CAUSE OF ACTION-NEGLIGENT SUPERVISION**  
**(NEW PRIME, INC.)**

10 49. Plaintiff incorporates paragraphs 1 through 48 of the Complaint as though said paragraphs were  
11 incorporated herein.

12  
13 50. That Defendant NEW PRIME INC., and/or its affiliates and subsidiary corporations had  
14 of care to adequately supervise its employees to ensure the safety of all other moton  
15 including Plaintiff.

16 51. That Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations breached  
17 its duty to adequately supervise Defendant GUILLERMO.

18  
19 52. That Plaintiff's damages were the proximate consequence of the negligence, incompetence, and  
20 dangerous propensities of Defendant driver, occurring after the inadequate supervision  
21 Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations.

22 53. That as a direct and proximate cause of the inadequate supervision of Defendant GUILLERMO  
23 by Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations, Plaintiff  
24 has been damaged in an amount in excess of FIFTEEN THOUSAND DOLLRS (\$15,000.00).

25  
26 54. That, as a direct and proximate result of the aforementioned negligence of all Defendants,  
27 Plaintiffs has been required to engage the services of an attorney, incurring attorney's fees and  
28 costs to bring this action.



**SIXTH CAUSE OF ACTION-NEGLIGENT MAINTENANCE**

55. Plaintiff incorporates paragraphs 1 through 54 of the Complaint as though said paragraph incorporated herein.

56. That Defendant NEW PRIME, INC., and/or its affiliates and subsidiary corporations owed a duty to inspect, repair and maintain the subject vehicle in a safe and operable manner; and further owed a duty to the Plaintiff that while driving the subject vehicle, to anticipate the occurrence of hazards on the roadway with said tractor and respond to such hazards in a safe and proper manner in order to avoid injury to any person(s).

57. The Defendant NEW PRIME, INC., breached the duty owed to Plaintiff when they failed to inspect, repair and maintain the subject tractor in a safe and operable manner.

58. As a direct or proximate result of the conduct of the Defendant NEW PRIME, INC., Plaintiff has been damaged in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

WHEREFORE, Plaintiff expressly reserves the right to amend this complaint prior to or at the time of trial of this action, to insert those items of damage not yet fully ascertainable, prays judgment against all Defendants, and each of them, as follows:

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1. For general damages and special damages sustained by Plaintiff in an amount in excess of \$15,000.00;
2. Damages for medical expenses incurred, both past and future;
3. Damages for past and future loss of household services;
4. Damages for past and future lost wages and loss of earning capacity;
5. Past and future physical and mental pain and suffering;
6. For reasonable attorney's fees and costs;
7. For interest at the statutory rate; and
8. For such other relief as the Court deems just and proper.

DATED this 11th day of February 2022.

**ARNOLD & ITKIN**

  
**ROLAND CHRISTENSEN, ESQ.**

Texas Bar No. 24101222

CAJ BOATRIGHT, ESQ.

Texas Bar. No. 24036237

SAMANTHA DEMUREN, ESQ.

Texas Bar No. 24103756

**ARNOLD & ITKIN**

6009 Memorial Drive

Houston, TX 77007

*Pro Hac Vice*

*And*

**ROBERT W. COTTLE, ESQ.**

Nevada Bar No. 4576

**MATTHEW D. MINUCCI, ESQ.**

Nevada Bar No. 12449

**THE COTTLE FIRM**

8635 Eastern Avenue

Las Vegas, Nevada 89123